PURCHASING DIVISION 100 N. ANDREWS AVENUE FORT LAUDERDALE, FL 33301 (954) 761-5140

City of Fort Lauderdale INVITATION TO BID/REQUEST FOR PROPOSAL

e-mail: <u>purchase@ci.ftlaud.fl.us</u>

FAX (954) 761-5576

ITB NO. 202-8351

**ISSUE DATE**: 7/17/00 **PAGE 1 OF 17 BIDS MUST BE RECEIVED** PRIOR TO 2:00 P.M.

**ON:** August 9,2000

**DEPT:** Police

TITLE: POLICE UNIFORMS (ANNUAL CONTRACT)

PROCUREMENT SPECIALIST: James Hemphill

CONTACT FOR TECHNICAL QUESTIONS: Lois Mauer PHONE: (954) 761-5824

Bidder Must Complete the Following:	
Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Dil G G A G GO I
	Bids are firm for Acceptance for 90 days (Section 1.05)
City, State, Zip (+4) (See General Conditions Section 1.01)	Yes No Other
If this Invitation was mailed to an incorrect address,	State or reference any variances (section 1.06)
Mark "X" here and we will adjust our records	
Area Code and Telephone No.	
( )	
( 800 )	Web site address: http://www/
FAX ( )	
e-mail:	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02)	
days	
Payment Terms: (section 1.03)	Does your firm qualify for MBE, WBE, SBE status In accordance with Section 1.08 of General Conditions?
%, net	
	MBE
How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder Purchasing Division, 6 <sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauder Do not submit via Facsimile. Facsimile bids will not be accepted.	
Each bid envelope must be sealed with the following information stated on the (	<b><u>DUTSIDE</u></b> of the envelope:
BID/RFP No. 202-8351 Title: : POLICE UNIFORMS (Annu	al Contract) <b>Opens</b> : 8/ 9/2000
Vendor Certification: I, the below signed hereby agree to furnish the required instructions, conditions, specifications, and all attachments hereto. I have read this bid, I certify that I will accept a contract if approved by the City and such act this bid. I certify that I have not divulged to, discussed with, or compared this bidder(s) or parties to this bid. I certify I am authorized to contractually bind the	all attachments and fully understand what is required. By submitting exeptance covers all terms, conditions, and specifications contained in s bid with any other bidder(s) and have not colluded with any other
Signature of Authorized Representative	Title (Typed or Printed)
Name of Authorized Representative (typed or printed)	Date

# City of Fort Lauderdale GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

### PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- BIDDER ADDRESS: The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. The mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Special Conditions or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
  - By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in it's purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NĀTIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

### Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS: The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL - a proposal received in response to an RFP.

BIDDER - Person or firm submitting a Bid.

PROPOSER - Person or firm submitting a Proposal.

RESPONSIVE BIDDER - A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER - Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT - Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### PART III BIDDING AND AWARD PROCEDURES:

- SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

- 3.08 MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- PUBLIC RECORDS: Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

### PART IV BONDS AND INSURANCE

PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an <u>ADDITIONAL INSURED</u> and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

### PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
  - Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DESCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
  - 1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  - 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  - 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

### **PART I – SPECIAL CONDITIONS**

- **1. PURPOSE:** The City of Fort Lauderdale is seeking bids from qualified bidders for the purpose of establishing an annual contract to provide uniforms to the Fort Lauderdale Police Department in full accordance with specifications, terms and conditions contained in this Invitation To Bid (ITB).
- **2. INFORMATION OR CLARIFICATION:** For information concerning procedures for responding to this bid, contact Senior Procurement Specialist James Hemphill at (954) 761-5143. For information of a technical nature, contact Police Supply Supervisor Lois Mauer at (954) 761-5824. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.
- **3. QUESTIONS AND ADDENDUM:** It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, ATTN: James Hemphill. To facilitate receipt of questions, they may be sent via FAX to (954) 761-5576. Please note: No part or portion of your bid response can be sent via FAX. Any questions that bidders wish to have addressed and which might require an addendum must be submitted to the Purchasing Division seven days prior to the bid due and open date shown above. If required, written addendum will be issued within two days to all bidders who have received a copy of this Invitation To Bid (ITB).
- **4. COMPETENCY OF BIDDERS:** Bids will be considered only from firms who are regularly engaged in the business of providing goods and/or services described in the Invitation to Bid. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time, have sufficient financial support and have sufficient delivery fleet and organization to insure that they can satisfactory execute the services if awarded a contract under the terms and conditions stated herein.
- **5. PERFORMANCE:** It is the intention of the City to purchase items as specified herein from a source of supply that will give prompt and convenient shipment and service. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to make purchases from other sources, when necessary, should a successful bidder be unable to supply items on a timely basis and such delay may cause harm to the using department or city residents.
- **6. CONTRACT TERM:** The contract term will be for two (2) years commencing upon award by the City Commission. The City reserves the right to extend the contract for three (3) additional one (1) year terms, providing both parties to the contract agree to the extension; all the terms, conditions, and specifications remain the same; and such extension is approved by the City.
- **7. NEW MERCHANDISE:** All garments furnished as a result of this bid must be new. The City will not purchase nor accept bids or shipments of goods classified as seconds, irregulars or any other designation other than new. Only first quality garments will be considered for award.

**8. COST ADJUSTMENTS:** The cost for uniforms and emblems as quoted herein shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

- **9. EVALUATION AND AWARD:** The contract will be awarded to the bidder quoting the lowest total cost for all items listed and meeting or exceeding the specifications contained in paragraph 19 below. The City reserves the right to compare specific items, at its discretion, to determine the low responsible bidder. The City also reserves the right to award in whole, by group or line item, whichever is in the best interest of the City. Tie bids shall be decided by the Purchasing Manager. A copy of the bid tabulation will be sent to any vendor who provides a self-addressed, stamped envelope with their bid.
- **10. FOB POINT:** All prices shall be quoted F.O.B. delivered to the City of Fort Lauderdale, ATTN: Police Supply,, 1300 W. Broward Blvd., Fort Lauderdale, FL., 33312.
- 11. STOCK SIZES AND GARMENTS: It is the intention of the City to contract for the purchase of a manufacturer's stock garments provided in standard sizes. The definition of a stock size for this contract will be those sizes that are cataloged and priced by the manufacturer as readily available with delivery from stock. The City will pay a normal industry standard additional charge for oversize garments. Generally, oversize garments would be considered as men's shirts 18 and above and men's trousers 44 and above.
- **12. ADDITIONAL ITEMS/UPGRADES:** The City may require additional items of similar nature not specifically listed in the contract or wish to purchase an item upgraded from that proposed by the contractor. In such event, the contractor shall provide the City with a price for the new or upgraded item based upon a procedure or formula which is the same or very similar to that used in establishing the prices as contained in the contractor's bid. If the price offered is not acceptable to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to procure the new or upgraded items from other vendors or to cancel the contract upon giving thirty (30) days written notice to the contractor.

- 13. SAMPLES: Samples of each item offered by the bidder in the bid response are required and must be submitted along with the bid. Samples supplied are to be indicative of the garments proposed in the bid. Where a proposed garment deviates from the sample provided, such deviation must be clearly stated. Samples must be identified with bidder name, manufacturer name and model. Samples will be carefully examined as to design, tailoring, workmanship and compliance to specifications. Samples are to be provided at no cost to the City. Any unsuccessful bidder desiring the return of their samples after award may request them. The cost of returning such samples will be borne by the bidder. (See Section 3.09 of the General Conditions.)
- **14. RETENTION OF SAMPLES:** A full set of samples will be retained by the City from the firm receiving award, at no cost to the City. These samples will be used to judge fit, fabric, and workmanship of stock garments shipped during the contract.
- **15. GUARANTEE OF CONTINUITY AND AVAILABILITY OF GARMENTS:** Unless the fabric is discontinued by the mill, all garments specified by the contractor in his bid shall be available to the City during the life of the contract. All production including fabric, color shade, trimmings, and construction shall equal or exceed the standards set forth in these specifications and must match the style, color, and quality of the initial order as accepted by the City. It is understood and agreed that the source of supply for material will comply with the specifications and will not be changed without prior approval of the City. Fabric color of shirts must match trousers and vise versa.
- **16. ESTIMATED PURCHASES:** Quantities indicated are estimated. No warranty is given or implied as to the actual items and/or dollar amount that will be purchased during the term of any resulting contract.
- 17. ORDERING: During the contract term, bulk orders will be placed approximately four times per year, with fill-in orders as required. The City will consolidate needs whenever possible. It will be the Contractor's responsibility to review the City's inventory levels and issue frequency and plan production to maintain an effective supply for the City. Contractor agrees to fill any quantity ordered by the City.

The contractor will be required to maintain a representative stock equal to 15% of the estimated annual projected requirements for each item listed herein.

**18. DISPOSITION OF STOCK:** Upon City notification to Contractor of anticipated termination of contract, Contractor shall provide City with a count by size of all contract items in the Contractor's facility which were specifically manufactured for this contract. The City shall purchase those stock items at current contract prices, but reserves the right to limit the purchase to ten (10%) percent of the annual projected requirements for each uniform item, in acceptable sizes, and twenty five (25%) percent of the emblem items.

### PART II - TECHNICAL SPECIFICATIONS

### ITEM 1. **TROUSERS**, Male (All)

**DESIGN:** Trousers shall be machine washable and dry cleanable; conform to modern updated contour; have a plain front with two full quarter top pockets and two back pockets with button tabs; have straight leg bottoms and unfinished hems with "Lin-Trac" creasing; hook and eye closure; stretch waistband, one inch wide belt loops.

**FABRIC:** 100% Texturized Polyester, 4.5 - 6.5 oz per square yard, not less than 67 warp x 49 filling yarns per square inch.

**COLOR:** Navy Blue (Police Blue).

**LABEL:** All trousers to bear labels mandated by the Federal Trade Commission at the time of manufacture. A label indicating lot number, fiber content and care instructions is also required.

**PRESSING, PACKING, & FOLDING:** Finished trousers are to be pressed, folded and packaged for ease in counting.

MANUFACTURER: FECHHEIMER 33200 OR APPROVED EQUAL.

### ITEM 2. **TROUSERS**, Female (All)

**DESIGN:** Trousers shall be machine washable and dry cleanable; conform to modern ladies uniform contour; have a plain front with two full quarter top pockets and two back pockets with button tabs; have straight leg bottoms and unfinished hems with "Lin-Trac" creasing; hook and eye closure; stretch waistband, one inch wide belt loops.

**FABRIC:** 100% Texturized Polyester, 4.5 - 6.5 oz per square yard, not less than 67 warp x 49 filling yarns per square inch.

**COLOR:** Navy Blue (Police Blue).

**LABEL:** All trousers to bear labels mandated by the Federal Trade Commission at the time of manufacture. A label indicating lot number, fiber content and care instructions is also required.

**PRESSING, PACKING, & FOLDING:** Finished trousers are to be pressed, folded and packaged for ease in counting.

MANUFACTURER: FECHHEIMER 33250 OR APPROVED EQUAL.

ITEM 3. SHIRTS, Short Sleeve, Male (Police Officers)

**DESIGN:** Shirts shall be machine washable and dry cleanable; conform to modern updated contour; have a concealed zipper front closure beneath permanently mounted buttons; with convertible collar; two full top pockets with flaps and buttons; body cut to be tapered form fit; "Lin-Trac" creasing over the pockets from top to bottom; epaulets on each shoulder.

**FABRIC:** 100% Texturized Polyester, 4.5 - 6.5 oz per square yard, not less than 67 warp x 49 filling yarns per square inch.

COLOR: Navy Blue (Police Blue).

**EMBLEMS:** Two emblems, provided by the Police Department, will be sewn onto each sleeve approximately one half inch below the shoulder seam and centered.

**LABEL:** All shirts to bear labels mandated by the Federal Trade Commission at the time of manufacture. A label indicating lot number, fiber content and care instructions is also required.

**PRESSING, PACKING, & FOLDING:** Finished shirts are to be pressed, folded and packaged for ease in counting.

MANUFACTURER: FLYING CROSS 87R7886Z OR APPROVED EQUAL.

ITEM 4. SHIRTS, Short Sleeve, Female (Police Officers)

**DESIGN:** Shirts shall be machine washable and dry cleanable; conform to modern ladies uniform contour; have a concealed zipper front closure beneath permanently mounted buttons; with convertible collar; two full top pockets with flaps and buttons; body cut to be tapered form fit; "Lin-Trac" creasing over the pockets from top to bottom; epaulets on each shoulder.

**FABRIC:** 100% Texturized Polyester, 4.5 - 6.5 oz per square yard, not less than 67 warp x 49 filling yarns per square inch.

**COLOR:** Navy Blue (Police Blue).

**EMBLEMS:** Two emblems, provided by the Police Department, will be sewn onto each sleeve approximately one half inch below the shoulder seam and centered.

**LABEL:** All shirts to bear labels mandated by the Federal Trade Commission at the time of manufacture. A label indicating lot number, fiber content and care instructions is also required.

**PRESSING, PACKING, & FOLDING:** Finished shirts are to be pressed, folded and packaged for ease in counting.

MANUFACTURER: FLYING CROSS 177R7886Z OR APPROVED EQUAL.

### ITEM 5. SHIRTS, Long Sleeve, Male (Police Officers)

**DESIGN:** Shirts shall be machine washable and dry cleanable; conform to modern updated contour; have a concealed zipper front closure beneath permanently mounted buttons; with convertible collar; two full top pockets with flaps and buttons; body cut to be tapered form fit; "Lin-Trac" creasing over the pockets from top to bottom; epaulets on each shoulder; various sleeve lengths.

**FABRIC:** 100% Texturized Polyester, 4.5 - 6.5 oz per square yard, not less than 67 warp x 49 filling yarns per square inch.

COLOR: Navy Blue (Police Blue).

**EMBLEMS:** Two emblems, provided by the Police Department, will be sewn onto each sleeve approximately one half inch below the shoulder seam and centered.

**LABEL:** All shirts to bear labels mandated by the Federal Trade Commission at the time of manufacture. A label indicating lot number, fiber content and care instructions is also required.

**PRESSING, PACKING, & FOLDING:** Finished shirts are to be pressed, folded and packaged for ease in counting.

MANUFACTURER: FLYING CROSS 34W7886Z OR APPROVED EQUAL.

### ITEM 6. SHIRTS, Long Sleeve, Female (Police Officers)

**DESIGN:** Shirts shall be machine washable and dry cleanable; conform to modern ladies uniform contour; have a concealed zipper front closure beneath permanently mounted buttons; with convertible collar; two full top pockets with flaps and buttons; body cut to be tapered form fit; "Lin-Trac" creasing over the pockets from top to bottom; epaulets on each shoulder; various sleeve lengths.

**FABRIC:** 100% Texturized Polyester, 4.5 - 6.5 oz per square yard, not less than 67 warp x 49 filling yarns per square inch.

**COLOR:** Navy Blue (Police Blue).

**EMBLEMS:** Two emblems, provided by the Police Department, will be sewn onto each sleeve approximately one half inch below the shoulder seam and centered.

**LABEL:** All shirts to bear labels mandated by the Federal Trade Commission at the time of manufacture. A label indicating lot number, fiber content and care instructions is also required.

**PRESSING, PACKING, & FOLDING:** Finished shirts are to be pressed, folded and packaged for ease in counting.

MANUFACTURER: FLYING CROSS 127R7886Z OR APPROVED EQUAL.

# **PART III - ESTIMATED ANNUAL REQUIREMENTS**

ITEM NO.	DESCRIPTION	EST. YEARLY QUANTITY
1.	TROUSERS, Navy Blue, Male	650
2.	TROUSERS, Navy Blue, Female	50
3.	SHIRTS, S/S, Navy Blue, Male	650
4.	SHIRTS, S/S, Navy Blue, Female	50
5.	SHIRTS, L/S, Navy Blue, Male	200
6.	SHIRTS, L/S, Navy Blue, Female	30

### **PART IV - COST PROPOSAL**

### UNIFORM BID DATA AND PRICES

Bidder is required to provide scheduled yardage for each garment listed below. The established yardage will be the basis for any cloth price adjustments if a cloth change is instituted for any specific garment during the term of the contract.

Review each specification and the required colors. If a requested color is not available for a specified garment, indicate such under the comments/variances. The contractor must provide full range of colors and shade number for each garment. Bidder must provide all required sizes for each garment requested at the bid or current contract price. Variances must be stated. Receipt of a bid does not indicate City acceptance of any variance as some variances may be considered unacceptable.

If any item is carried as a stock garment by a uniform manufacturer, so indicate in the space provided below. Likewise if the item is non-stock and must be cut to the City's requirement.

Vendors who supply finished goods which are manufactured by another company must not remove the original manufacturer's label from the garment.

<u>ITEM</u> PRICE	DESCRIPTION	<u>UNIT</u>
0A.	Sewing charge per emblem on all shirts	\$
1.	TROUSERS, Male. (100% Polyester) Fabric Mfr., Mill No., Weight/Oz Uniform Mfr./Catalog No Location of Manufacturer_ Stock Nonstock Yardage Per Garment Delivery in Calendar Days	\$
2.	TROUSERS, Female. (100% Polyester) Fabric Mfr., Mill No., Weight/Oz Uniform Mfr./Catalog No Location of Manufacturer_ Stock Nonstock Yardage Per Garment Delivery in Calendar Days	\$ _ -

# PART IV - COST PROPOSAL (Cont.)

3.	SHIRTS, Short Sleeve, Male. (100% Polyester)	\$
	Fabric Mfr., Mill No., Weight/Oz	
	Uniform Mfr./Catalog No Location of Manufacturer	
	Stock Nonstock Yardage Per Garment	
	Delivery in Calendar Days	<del></del>
4.	SHIRTS, Short Sleeve, Female. (100% Polyester)	\$
т.	Fabric Mfr., Mill No., Weight/Oz	Ψ
	Uniform Mfr./Catalog No	
	Location of Manufacturer	
	Stock Nonstock Yardage Per Garment	
	Delivery in Calendar Days	
5.	SHIRTS, Long Sleeve, Male. (100% Polyester)	\$
	Fabric Mfr., Mill No., Weight/Oz	
	Uniform Mfr./Catalog No Location of Manufacturer	
	Stock Nonstock Yardage Per Garment	
	Delivery in Calendar Days	<del></del>
	,	
6.	SHIRTS, Long Sleeve, Female. (100% Polyester)	\$
0.	Fabric Mfr., Mill No., Weight/Oz	Ψ
	Uniform Mfr./Catalog No	
	Location of Manufacturer	
	Stock Nonstock Yardage Per Garment	
	Delivery in Calendar Days	
Please st	tate your pricing policy on oversize garments:	

# PART V – QUESTIONIERE

## BIDDER TO COMPLETE THE FOLLOWING:

1. Company Name
:(Legal registered)
Principal Contact Person(s):
(Name & Title)
Telephone No:FAX No
Is there anything contained in the ITB specifications which is not included in your bid?  YES NO
IF YES, please explain all variances, exceptions:
3. Bidder shall provide a minimum of three references for whom services of equivalent size and nature have been provided. Include Contact name, telephone number and organization:
Number of years firm has been providing uniforms: Years
Please submit any additional information or comments that relate to your ability to adequately perform the work as specified:
Use additional sheets if necessary.)

PLEASE NOTE: If you take any variances to the specifications contained in this bid, you must so indicate in the space provided on page one (1).

Complete and return bidder proposal pages along with page one (1) of this bid properly filled out and signed. Please insure that you have signed page one (1) of this bid. Omission of a signature may result in rejection of your bid.

BIDDER CHECKLIST

# IS THE MANUFACTURER AND MODEL FILLED IN ON ALL ITEMS? IF YOU ARE BIDDING AN APPROVED EQUAL FOR A SPECIFIED ITEM, HAVE YOU INCLUDED DESCRIPTIVE LITERATURE SO THAT YOUR PRODUCT MAY BE PROPERLY EVALUATED? HAVE YOU INCLUDED A SAMPLE GARMENT, PROPERLY MARKED PER PARAGRAPH 13 ABOVE, FOR EACH ITEM BID? PRICES BID HEREIN ARE TO BE QUOTED FOB DELIVERED TO FORT LAUDERDALE POLICE DEPT., ATTN: POLICE SUPPLY, 1300 W. BROWARD BLVD, FORT LAUDERDALE, FL 33312 IF YOU DESIRE TO RECEIVE A COPY OF THE COMPLETED BID TABULATION, PLEASE ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH YOUR BID (Results will be posted on our Web Page).